

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Taylor/954-327-3741

**PREPARED BY:** Heidi Cavicchia

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** BID RENEWAL - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE RENEWAL OF THE BID AWARDED BY THE CITY OF TAMARAC FOR QUICKLIME FOR WATER TREATMENT, SOUTHEAST FLORIDA COOPERATIVE PURCHASING GROUP BID #06-33B, TO CHEMICAL LIME COMPANY OF ALABAMA, INC. (\$266,000)

**REPORT IN BRIEF:** The City of Tamarac, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, recently exercised the second renewal option with Chemical Lime Company of Alabama, Inc. on behalf of fifteen members of the Group for "Furnish, Deliver and Discharge of Quicklime" for water treatment as approved by City of Tamarac Resolution No. R-2008-142.

The Southeast Florida Cooperative Purchasing Group is made up of approximately 37 entities. Most of those entities are from Broward County although membership is available to entities in Dade, Broward and Palm Beach Counties. The co-op meets and identifies commodities and/or services that are commonly bought by a majority of the entities. Once a commodity or service is identified that lends itself to co-op purchasing, one of the members volunteers to act as "lead agency" for the co-op group. The "lead agency" bids and awards the contract for the co-op group and handles any contract administration. The benefit of the co-op is two fold. Firstly, the co-op can obtain better pricing because of the buying power generated by combining quantities with other participating entities. Secondly, co-op members realize administrative cost savings by not having to put out as many contracts (i.e., you only put out those contracts that your entity is the lead agency on. All other contracts are put out by other co-op members.)

Joint procurement is permitted by Sec. 2-322 of the Town Code.

**PREVIOUS ACTIONS:** R-2007-002

**CONCURRENCES:** N/A

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$266,000

Account Name: Water-Chemicals

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Resolution R2007-002, City of Tamarac Resolution and Pricing Sheets

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE RENEWAL OF THE BID AWARDED BY THE CITY OF TAMARAC FOR QUICKLIME FOR WATER TREATMENT, SOUTHEAST FLORIDA COOPERATIVE PURCHASING GROUP BID #06-33B, TO CHEMICAL LIME COMPANY OF ALABAMA, INC.

WHEREAS, the Town is in need of quicklime for treating water in the Utilities Department; and

WHEREAS, the City of Tamarac, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, recently exercised the second renewal with Chemical Lime Company of Alabama, Inc. for quicklime; and

WHEREAS, The Town Council wishes to accept the one (1) year renewal of the bid awarded to Chemical Lime Company of Alabama, Inc. covering the period beginning November 1, 2008 and ending October 31, 2009.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby renews the bid awarded by the City of Tamarac, Southeast Florida Co-op Bid #06-33B, to Chemical Lime Company of Alabama, Inc. for furnish, delivery and discharge of quicklime per the attached pricing sheets for one additional year .

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities Department – Water Chemicals Account.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER



ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

RESOLUTION NO. R-2007-2

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE CITY OF TAMARAC FOR QUICKLIME FOR WATER TREATMENT, SOUTHEAST FLORIDA COOPERATIVE PURCHASING GROUP BID #06-33B, TO CHEMICAL LIME COMPANY OF ALABAMA, INC.

WHEREAS, the Town is in need of quicklime for treating water in the Utilities Department; and

WHEREAS, the City of Tamarac, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such quicklime; and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by the City of Tamarac to Chemical Lime Company of Alabama, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby accepts the bid awarded by the City of Tamarac, Southeast Florida Co-op Bid #06-33B, to Chemical Lime Company of Alabama, Inc. for furnish, delivery and discharge of quicklime in the amount of \$176.91 per ton.

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities Department – Water Chemicals Account.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 3<sup>rd</sup> DAY OF January, 2007.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 3<sup>rd</sup> DAY OF January, 2007.

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
040-1058-536-0630	Furnish, Delivery and Discharge of Quicklime	\$204,000

METHOD OF PROCUREMENT (check the one that applies)

- ☐ Open Competitive Bidding  
☒ Piggyback on Contract Number SE Florida Cooperative Purchasing Group Bid #06-33B  
☐ Sole Source  
☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed *Quinn Taylor*  
Department Head

Have Funds been Reserved yes - Reg. 35321

Date 11-29-06 Signed *DMB* for HA

Signed *DMB*  
Town Administrator

VENDOR	BIDS SUBMITTED	COST
<u>CHEMICAL LIME Co.</u>		<u>\$204,000</u>

Signed *Kurt Hym*  
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION	
Vendor	Cost
<u>CHEMICAL LIME Co.</u>	<u>\$204,000</u>

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2008-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXERCISE THE SECOND RENEWAL OPTION OF AGREEMENTS TO "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENT AMENDMENTS WITH, CHEMICAL LIME COMPANY OF ALABAMA, INC. FOR THE CITY OF TAMARAC AND ON BEHALF OF FIFTEEN MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE; AND WITH CARMEUSE LIME & STONE, INCORPORATED ON BEHALF OF TWO MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE, FOR A PERIOD OF ONE YEAR WITH TWO (2) ADDITIONAL ONE-YEAR RENEWAL OPTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

---

WHEREAS, the City of Tamarac served as "lead agency" on Bid 06-33B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative ("the Co-op") which was awarded, on behalf of the City and fifteen (15) other agencies, to, and an Agreement executed with Chemical Lime Co. of Alabama, Inc. (Chemical Lime), as evidenced by Resolution R-2006-205, a copy of which is on file with the City Clerk; and

WHEREAS, as the lead agency for the Co-op, the bid was also awarded to and an Agreement executed on behalf of two (2) agencies with the Co-op with

Carmeuse Lime Sales Corporation as further evidenced by Resolution R-2006-205; and

WHEREAS the City Commission of the City of Tamarac authorized the first renewal options for both Chemical Lime Co., and Carmeuse Lime & Stone, Inc. as evidenced by Resolution R-2007-146, a copy of which is on file with the City Clerk; and

WHEREAS, both Chemical Lime Co. and Carmeuse Lime & Stone, Inc. are agreeable to exercising the second one (1) year renewal option; and

WHEREAS, pursuant to Section 5 of the executed Agreements, Chemical Lime Co. and Carmeuse Lime & Stone, Inc. may seek a price adjustment at the time of renewal based on actual costs or in accordance with a recognized index; and

WHEREAS, current dynamic economic conditions dictate that the best interests of the City and the "Co-op" will be met by the development of an ongoing quarterly material price adjustment formula for Chemical Lime Co. customers, which allows for escalation and de-escalation of material pricing on a quarterly basis, effective November 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup> and July 1<sup>st</sup> of each year; and

WHEREAS, Chemical Lime Co. has submitted documentation justifying a price increase based on increases in rail freight, truck freight, and re-loading costs from rail cars to trucks; and

WHEREAS, the increase proposed by Chemical Lime Co. for rail freight, rail transfer costs and truck freight will take effect in multiple stages, beginning with an increase in the City's delivered price from \$192.05 per ton to an approximate delivered price of \$197.43 per ton on November 1, 2008, due to estimated increases in material costs and fuel surcharges; an approximate delivered price of \$223.71 on January 1, 2009 due to estimated increases in material costs, fuel surcharges and \$3.33 for rail freight rates and re-loading; and an approximate delivered price of \$224.01 rates on April 1, 2009 due to estimated increases in material costs, fuel surcharges and \$0.30 to \$0.32 increase in truck freight rates; and

WHEREAS, Carmeuse Lime & Stone, Inc. has submitted documentation justifying a price increase based on increases for fuel surcharges and other direct administrative costs for two (2) agencies with the Co-op, which will take effect on November 1, 2008; and

WHEREAS, sufficient funds are available from the Utilities Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Utilities and Purchasing and Contracts Manager that the second renewal option for the Agreement awarded as a result of Bid #06-33B be exercised and an agreement Amendment be executed with Chemical Lime Company of Alabama, Inc. for furnishing, delivering and discharging quicklime, for a period of one year with three (3) additional one (1) year renewal options for the City of Tamarac, and on

behalf of fifteen (15) agencies in the Co-op; a copy of said Agreement Amendment #2 is attached hereto as Exhibit "1"; and

WHEREAS, it is the recommendation of the Director of Utilities and Purchasing and Contracts Manager that the second renewal option for the Agreement awarded as a result of Bid #06-33B be exercised and an Agreement Amendment be executed with Carmeuse Lime & Stone, Inc. for furnishing, delivering and discharging quicklime, for a period of one year with two (2) additional one (1) year renewal options on behalf of two (2) agencies in the Co-op, a copy of said Agreement Amendment #1 is attached hereto as Exhibit "2"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the second renewal option for Bid 06-33B and execute Agreement Amendment #2 with Chemical Lime Company of Alabama, Inc. for furnishing, delivering and discharging quicklime, for a period of one year with two (2) additional one (1) year renewal options, on behalf of the City of Tamarac and fifteen (15) agencies in the Southeast Florida Governmental Purchasing Cooperative, and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the second renewal option for Bid 06-33B and execute Agreement Amendment #2 with Carmeuse Lime & Stone, Inc. for furnishing, delivering and discharging quicklime, for a period of one year with two (2) additional one (1) year renewal

options, on behalf of two (2) agencies in the Southeast Florida Governmental Purchasing Cooperative.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2: Agreement Amendment #2 for the Agreement executed as a result of the award of Bid 06-33B, "Furnish, Deliver and Discharge of Quicklime", to Chemical Lime Company of Alabama, Inc., on behalf of the City of Tamarac and fifteen (15) agencies in the Southeast Florida Governmental Purchasing Cooperative, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute Agreement Amendment #2 with Chemical Lime Company of Alabama, Inc. as part of said award, a copy of which is attached hereto as Exhibit "1" for a delivered price of approximately \$197.43 per ton on November 1, 2008, due to estimated increases in material costs and fuel surcharges; an approximate delivered price of \$223.71 on January 1, 2009 due to estimated increases in material costs, fuel surcharges and \$3.33 for rail freight rates and re-loading; and an approximate delivered price of \$224.01 rates on April 1, 2009 due to estimated increases in material costs, fuel surcharges and \$0.30 to \$0.32



increase in truck freight rates and for prices shown in Exhibit "A" to Exhibit "1" on behalf of fifteen entities within the Southeast Florida Governmental Purchasing Cooperative.

SECTION 4: Agreement Amendment #2 for the Agreement executed as a result of the award of Bid 06-33B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime & Stone, Inc., on behalf of two (2) agencies in the Southeast Florida Governmental Purchasing Cooperative, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute Agreement Amendment #2 with Carmeuse Lime & Stone, Inc. as part of said award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "A" to Exhibit "2" on behalf of two (2) agencies in the Southeast Florida Governmental Purchasing Cooperative.

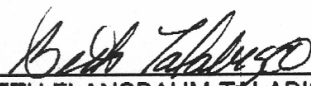
SECTION 6: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

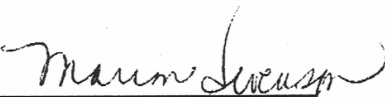
**SECTION 8:** This Resolution shall become effective immediately

upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of October 2008.

  
BETH FLANSBAUM-TALABISCO  
MAYOR

ATTEST:

  
MARION SWENSON, CMC  
CITY CLERK

I HEREBY CERTIFY that  
I have approved this  
RESOLUTION as to form.

  
SAMUEL S. GOREN  
CITY ATTORNEY

**RECORD OF COMMISSION VOTE:**

MAYOR FLANSBAUM-TALABISCO	<u>yes</u>
DIST 1: COMM PORTNER	<u>yes</u>
DIST 2: COMM ATKINS-GRAD	<u>yes</u>
DIST 3: V/M SULTANOF	<u>yes</u>
DIST 4: COMM. DRESSLER	<u>yes</u>



**AGREEMENT AMENDMENT #2  
BETWEEN THE CITY OF TAMARAC  
AND CHEMICAL LIME COMPANY OF ALABAMA INC.**

The CITY OF TAMARAC (City) and Chemical Lime Company of Alabama, Inc. (Chemical Lime), an Alabama corporation, with principal offices located at 4720 Cleveland Heights Blvd., Suite 203 Lakeland, FL 33813, agree to amend that certain Agreement between the City of Tamarac and Chemical Lime Company of Alabama, Inc. dated October 25, 2006, as amended, (the "Agreement") as follows:

1. Pursuant to the terms of Section 4, Time of Commencement and Substantial Completion, of the Agreement the City and Chemical Lime Company of America exercise the second renewal option for the term November 1, 2008 through October 31, 2009.

2. Pursuant to the price increase provisions of Section 5, Contract Sum, Exhibit A of the Agreement shall be amended as provided and detailed on the revised Exhibit A attached hereto, which reflects approximate pricing on November 1, 2008 (See Contract Exhibit A, Attachment D, pp. D1 – D2), January 1, 2009 (See Contract Exhibit A, Attachment E, pp. E1 – E2), and April 1, 2009 (See Contract Exhibit A, Attachment F, pp. F1 – F2), and quarterly thereafter (additional price change dates on July 1 and October 1 using the same price change methodology.) Price adjustment formula examples for material cost changes are included in Contract Exhibit A, Attachments A & B.

\* \* \*

3. Section 5, Contract Sum, shall be amended as follows:

5.1 The Contract Sum for the above work shall include the delivered cost, per ton for the City of Tamarac, and for all other participants in the Agreement as shown in the pricing provided in Contract Exhibit A. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 06-33B, Furnish, Deliver, and Discharge Quicklime at the City of Tamarac Water Treatment Plant. Pricing for other entities within the Southeast Florida Governmental Purchasing Cooperative will be in accordance with Contractor's Bid Form, contained with Contractor's Bid response. All prices, Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm for the initial period through the term of the contract, except for allowances for fuel surcharges, as provided in Exhibit B to Bid document No. 06-33B. Pricing shown in Contract Exhibit A, Attachment C shall be adjusted on November 1, 2008, January 1, 2009, April 1, 2009, and October 1, 2009 in accordance with Section 5.2 contained herein.

~~No price increase for quicklime material will be accepted during the initial contract period. Contract terms allow for a price increase request at the time of contract renewal based on actual costs or in accordance with a recognized index or set of indices to be mutually~~



**agreed upon by City and Contractor. To qualify for this increase, the vendor must submit justification and written verification from freight/fuel distributor(s)**

**5.2 Escalation/De-escalation:**

To qualify for any increase in the Contract Sum, the vendor must submit documentation for product price changes. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, and copies of vendor monthly internal cost reports and/or actual invoices. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2008, subject to change January 1, 2009, April 1, 2009, July 1, 2009 and October 1, 2009, in accordance with the language contained in Exhibit A, Attachment D, pp. D1 – D2, Attachment E, pp E1 – E2, and Attachment F, pp F1 – F2. Truck fuel surcharges will be in accordance with the Truck Fuel Surcharge Scale, Contract Exhibit A, Attachment G. Rail Fuel Surcharges are in accordance with the CSX Transportation fuel surcharge that is in effect at the time of delivery and as published in the CSXT website.

4. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and Chemical Lime Company of Alabama, signing by and through its Senior Vice President of Sales, duly authorized to execute same.

CITY OF TAMARAC

Beth Flansbaum-Talabisco  
Beth Flansbaum-Talabisco, Mayor

10/14/08  
Date

ATTEST:

Marion Swenson  
Marion Swenson, CMC  
City Clerk

10/14/08  
Date

Jeffrey L. Miller  
Jeffrey L. Miller, City Manager

10/14/08  
Date

Approved as to form and legal sufficiency:

Samuel S. Goren  
Samuel S. Goren, City Attorney

10-10-08  
Date

ATTEST:

Kenneth E. Cartiss  
(Corporate Secretary)

Kenneth E. Cartiss  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Chemical Lime Company of Alabama, Inc.  
Company Name

M. Eliassen  
Signature of Florida District Manager

Mike Eliassen  
Senior Vice President of Sales

9/19/08  
Date



City of Tamarac

Purchasing and Contracts Division


CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS :  
:SS  
COUNTY OF TARRANT :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Mike Eliassen, Senior Vice President of Sales of Chemical Lime Company of Alabama, Inc., an Alabama Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

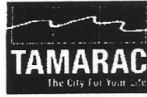
WITNESS my hand and official seal this 19th day of Sept, 2008 .

Kathleen M. Reade  
Signature of Notary Public  
State of TEXAS at Large

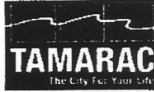
Print, Type or Stamp  
Name of Notary Public


☒ Personally known to me or  
Produced Identification

Type of I.D. Produced  
☒ DID take an oath, or  
☐ DID NOT take an oath.

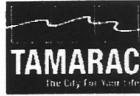


AGENCY	DELIVERY ADDRESS	ESTIMATED ANNUAL USAGE
<b>TYPE 1 – Pebble Lime</b>		
Broward County Dist. 1	3701 N State Road 7	2,465
Broward County Dist. 2	1390 NE 51 St.	4,300
City of Coral Springs	3800 NW 85th Avenue, Coral Springs	2,000
Town of Davie	3500 NW 76th Avenue, Davie	912.5
Town of Davie	3790 SW 64th Avenue, Davie	547.5
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	2,000
City of Deerfield Beach	101 NW 2 <sup>nd</sup> Ave, Deerfield Beach	100
City of Fort Lauderdale	Fiveash Plant, 4321 NW 9 <sup>th</sup> Ave., Ft. Lauderdale	11,300
City of Fort Lauderdale	Peele-Dixie Plant, 1500 S State Rd 7 Ft. Lauderdale	1,550
City of Hallandale	215 NW 6th Avenue, Hallandale	1,000
City of Lauderhill	2001 NW 49th Avenue, Lauderhill	1,825
City Of Margate	980 NW 66 Ave. Margate	2,600
City Of Miramar	2600 SW 66 <sup>th</sup> Terrace, Miramar	1096
City of North Lauderdale (U.S. Water)	841 NW 71 <sup>st</sup> Avenue, North Lauderdale	650
City of North Miami	12098 NW 11 <sup>th</sup> Ave, North Miami	1440
City of North Miami Beach	19150 NW 8 <sup>th</sup> Ave, Miami Gardens	3650
City Of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,000
City of Pompano Beach	301 NE 12th Street, Pompano Beach	3,700
City of Sunrise	4350 Springtree Drive, Sunrise	4,800
City of Sunrise	15400 Sludge Mill Road, Davie	600
City of Tamarac	7803 NW 61st Street, Tamarac	2,100
<b>Total Estimated Annual Tonnage</b>		<b>52,051</b>

**CONTRACT EXHIBIT A, ATTACHMENT D**

 Pricing Effective November 1, 2008			
Agency	Material Price	Transportation	Total*
Broward Co. 1	\$124.16	\$73.27	\$197.43
Broward Co. 2	\$124.16	\$73.27	\$197.43
Coral Springs	\$124.16	\$73.27	\$197.43
Davie 76th Ave	\$124.16	\$73.27	\$197.43
Davie 64th Ave	\$124.16	\$73.27	\$197.43
Deerfield Beach	\$124.16	\$73.27	\$197.43
Ft. Lauderdale Fiveash	\$124.16	\$73.27	\$197.43
Ft. Lauderdale Peele/Dixie	\$124.16	\$73.27	\$197.43
Hallandale	\$124.16	\$73.27	\$197.43
Lauderhill	\$124.16	\$73.27	\$197.43
Margate	\$124.16	\$73.27	\$197.43
Miramar	\$124.16	\$73.92	\$198.08
North Miami	\$124.16	\$73.92	\$198.08
North Miami Beach	\$124.16	\$73.92	\$198.08
Pembroke Pines	\$124.16	\$73.27	\$197.43
Pompano Beach	\$124.16	\$73.27	\$197.43
Sunrise Springtree	\$124.16	\$73.27	\$197.43
Sunrise Sludgemill	\$124.16	\$73.27	\$197.43
Tamarac	\$124.16	\$73.27	\$197.43
US Water	\$124.16	\$73.27	\$197.43
*Total costs do not include Rail Fuel Surcharges or Truck Fuel Surcharges. Rail and Truck Fuel Surcharges are subject to change quarterly and are added to invoices as separate line items.			
For Buyers information, Surcharge values for August, 2008 are shown below:			
Rail Fuel Surcharge @ \$0.67 per mile divided by 98	\$5.46		\$5.46
Truck Fuel Surcharge @ 30.5%	30.5%	Surcharge	
Truck freight for North Miami, North Miami Beach and Miramar	\$11.52	\$3.51	
Truck freight for all others	\$10.87	\$3.32	
Total Surcharges			
North Miami, Miami Beach, Miramar			\$8.97
All Others			\$8.78





**November 1, 2008 Price Change Plan - P. D2**

**Price Change** - Per Formula - There will be additional price change evaluations on January 1, April 1, July 1, and October 1. Costs represented on Attachment A are estimated and subject to change.


**Transportation Increase:** \$0.00

**Rail Fuel Surcharge** - current as of November 1 per Exhibit A

**Truck Fuel Surcharge** - current as of November 1 per Exhibit A, Attachment G

Note: Rail and Truck Fuel Surcharges will be billed at constant rates, subject to change January 1 and quarterly thereafter. Changes in Fuel Surcharges that occur between price change periods will be "trued up" at the end of the period with appropriate debits or credits processed to account for any variances.

**CONTRACT EXHIBIT A, ATTACHMENT E**

 <b>Pricing Effective January 1, 2009</b>			
<u>Agency</u>	<u>Material Price</u>	<u>Transportation</u>	<u>Total*</u>
Broward Co. 1	\$147.11	\$76.60	\$223.71
Broward Co. 2	\$147.11	\$76.60	\$223.71
Coral Springs	\$147.11	\$76.60	\$223.71
Davie 76th Ave	\$147.11	\$76.60	\$223.71
Davie 64th Ave	\$147.11	\$76.60	\$223.71
Deerfield Beach	\$147.11	\$76.60	\$223.71
Ft. Lauderdale Fiveash	\$147.11	\$76.60	\$223.71
Ft. Lauderdale Peele/Dixie	\$147.11	\$76.60	\$223.71
Hallandale	\$147.11	\$76.60	\$223.71
Lauderhill	\$147.11	\$76.60	\$223.71
Margate	\$147.11	\$76.60	\$223.71
Miramar	\$147.11	\$77.25	\$224.36
North Miami	\$147.11	\$77.25	\$224.36
North Miami Beach	\$147.11	\$77.25	\$224.36
Pembroke Pines	\$147.11	\$76.60	\$223.71
Pompano Beach	\$147.11	\$76.60	\$223.71
Sunrise Springtree	\$147.11	\$76.60	\$223.71
Sunrise Sludgemill	\$147.11	\$76.60	\$223.71
Tamarac	\$147.11	\$76.60	\$223.71
US Water	\$147.11	\$76.60	\$223.71
*Total costs do not include Rail Fuel Surcharges or Truck Fuel Surcharges. Rail and Truck Fuel Surcharges are subject to change quarterly and are added to invoices as separate line items.			
For Buyers information, Surcharge values for <b>August, 2008</b> are shown below:			
Rail Fuel Surcharge @ \$0.67 per mile divided by 98	\$5.46		\$5.46
Truck Fuel Surcharge @ 30.5%	30.5%	Surcharge	
Truck freight for North Miami, North Miami Beach and Miramar	\$11.52	\$3.51	
Truck freight for all others	\$10.87	\$3.32	
Total Surcharges			
North Miami, Miami Beach, Miramar			\$8.97
All others			\$8.78

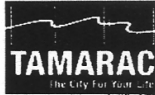
**January 1, 2009 Price Change Plan - P. E2****Price Change** - Per Formula**Transportation Increases**

Rail  
Truck  
Transfer

	\$1.88 (documented)
Do not include Rail	\$0.00
	\$1.45 (documented)
<b>*Rail Fu Total</b>	<b>\$3.33 *</b>

**\*Truck Fuel Surcharge** - current as of January 1 per Exhibit A, Attachment G

Note: Rail and Truck Fuel Surcharges will be billed at constant rates for each calendar quarter subject to change on the first day of each quarter and quarterly thereafter. Changes in Fuel Surcharges that occur between price change periods will be "trued up" at the end of the period with appropriate debits or credits processed to account for any variances.

**CONTRACT EXHIBIT A, ATTACHMENT F****Pricing Effective April 1, 2009**

<u>Agency</u>	<u>Material Price</u>	<u>Transportation</u>	<u>Total*</u>
Broward Co. 1	\$147.11	\$76.90	\$224.01
Broward Co. 2	\$147.11	\$76.90	\$224.01
Coral Springs	\$147.11	\$76.90	\$224.01
Davie 76th Ave	\$147.11	\$76.90	\$224.01
Davie 64th Ave	\$147.11	\$76.90	\$224.01
Deerfield Beach	\$147.11	\$76.90	\$224.01
Ft. Lauderdale Fiveash	\$147.11	\$76.90	\$224.01
Ft. Lauderdale Peele/Dixie	\$147.11	\$76.90	\$224.01
Hallandale	\$147.11	\$76.90	\$224.01
Lauderhill	\$147.11	\$76.90	\$224.01
Margate	\$147.11	\$77.57	\$224.68
Miramar	\$147.11	\$77.57	\$224.68
North Miami	\$147.11	\$77.57	\$224.68
North Miami Beach	\$147.11	\$76.90	\$224.01
Pembroke Pines	\$147.11	\$76.90	\$224.01
Pompano Beach	\$147.11	\$76.90	\$224.01
Sunrise Springtree	\$147.11	\$76.90	\$224.01
Sunrise Sludgemill	\$147.11	\$76.90	\$224.01
Tamarac	\$147.11	\$76.90	\$224.01
US Water	\$147.11	\$76.90	\$224.01

\*Total costs do not include Rail Fuel Surcharges or Truck Fuel Surcharges. Rail and Truck Fuel Surcharges are subject to change quarterly and are added to invoices as separate line items.

For Buyers information, Surcharge values for **August, 2008** are shown below:

Rail Fuel Surcharge @ \$0.67 per mile divided by 98	\$5.46		\$5.46
Truck Fuel Surcharge @ 30.5%	30.5%	Surcharge	
Truck freight for North Miami, North Miami Beach and Miramar	\$11.84	\$3.61	
Truck freight for all others	\$11.17	\$3.41	
Total Surcharges			
North Miami, Miami Beach, Miramar			\$9.07
All others			\$8.87

**April 1, 2009 Price Change Plan - P. F2**

**Price Change:** Per formula

**Transportation Increases\***

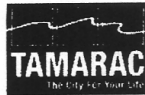
Rail	\$0.00	
Truck Rate A	\$0.32	(North Miami, Miami Beach, Miramar)
Truck Rate B	0.30	(All others)
Transfer	\$0.00	

Do not include Rail or Truck Fuel Surcharges

**\*Rail Fuel Surcharge** - current as of April 1 per Exhibit A

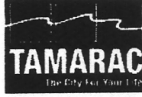
**\*Truck Fuel Surcharge** - current as of April 1 per Exhibit A, Attachment G

Note: Rail and Truck Fuel Surcharges will be billed at constant rates for each calendar quarter subject to change on the first day of each quarter and quarterly thereafter. Changes in Fuel Surcharges that occur between price change periods will be "trued up" at the end of the period with appropriate debits or credits processed to account for any variances.

**CONTRACT EXHIBIT A, ATTACHMENT G****TRUCK FUEL SURCHARGE TABLE**

Radical fluctuation and unpredictability of fuel costs in recent years has caused trucking firms to separate fuel costs from their operating costs and to account for fuel costs by applying a fuel surcharge that changes monthly in accordance with the cost of diesel fuel as reported by the Department of Energy's national average. Truck carriers employed by Chemical Lime Company provide a freight rate for each delivery location that is based on current operating costs including fuel costs of \$1.75 per gallon or less. These freight rates are subject to fuel surcharges if the price of fuel is higher than \$1.75 per gallon. Chemical Lime trucking firms use the following scale to determine the fuel surcharge applicable, based on the cost of diesel fuel:

Fuel Cost Per Gallon	%Rate Increase	Fuel Cost Per Gallon	% Rate Increase
\$1.75	0.00%	\$3.50	18.00%
\$1.80	1.00%	\$3.55	18.50%
\$1.85	1.50%	\$3.60	19.00%
\$1.90	2.00%	\$3.65	19.50%
\$1.95	2.50%	\$3.70	20.00%
\$2.00	3.00%	\$3.75	20.50%
\$2.05	3.50%	\$3.80	21.00%
\$2.10	4.00%	\$3.85	21.50%
\$2.15	4.50%	\$3.90	22.00%
\$2.20	5.00%	\$3.95	22.50%
\$2.25	5.50%	\$4.00	23.00%
\$2.30	6.00%	\$4.05	23.50%
\$2.35	6.50%	\$4.10	24.00%
\$2.40	7.00%	\$4.15	24.50%
\$2.45	7.50%	\$4.20	25.00%
\$2.50	8.00%	\$4.25	25.50%
\$2.55	8.50%	\$4.30	26.00%
\$2.60	9.00%	\$4.35	26.50%
\$2.65	9.50%	\$4.40	27.00%
\$2.70	10.00%	\$4.45	27.50%
\$2.75	10.50%	\$4.50	28.00%
\$2.80	11.00%	\$4.55	28.50%
\$2.85	11.50%	\$4.60	29.00%
\$2.90	12.00%	\$4.65	29.50%
\$2.95	12.50%	\$4.70	30.00%
\$3.00	13.00%	\$4.75	30.50%
\$3.05	13.50%	\$4.80	31.00%
\$3.10	14.00%	\$4.85	31.50%
\$3.15	14.50%	\$4.90	32.00%
\$3.20	15.00%	\$4.95	32.50%
\$3.25	15.50%	\$5.00	33.00%
\$3.30	16.00%	\$5.05	33.50%
\$3.35	16.50%	\$5.10	34.00%
\$3.40	17.00%	\$5.15	34.50%
\$3.45	17.50%	\$5.20	35.00%



City of Tamarac

Purchasing and Contracts Division

The Truck Fuel Surcharge shall increase or decrease by 0.5% for every five cent (\$0.05) increase above \$1.75 per gallon. Calculations shall be made the first day of each month based upon the weekly Department of Energy (DOE) Weekly Retail On-Highway Prices (National Average) index as shown at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> as published each Monday, or on Tuesday when Monday is a Federal holiday.